

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

AIRCRAFT CONSULTING GROUP LTD.,

Plaintiff,

v.

TPJC, INC., dba THE PRIVATE JET
COMPANY,

Defendant.

Case No. 1:23-cv-265

COMPLAINT FOR DAMAGES

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*Counsel for Plaintiff Aircraft Consulting
Group Ltd.*

Plaintiff Aircraft Consulting Group Ltd. brings this action against Defendant TPJC, Inc., dba The Private Jet Company, and alleges as follows:

JURISDICTION AND VENUE

1. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(2) because the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between a citizen of a foreign state and a citizen of a State. Venue is proper because the parties consented to the jurisdiction of this Court.

THE PARTIES

2. Plaintiff Aircraft Consulting Group Ltd. (“ACG”) a citizen of Switzerland. ACG is a Swiss company with its principal place of business in Zug, Switzerland.

3. Defendant TPJC, Inc., dba The Private Jet Company (“TPJC”), is a citizen of Florida. TPJC is a Florida corporation with its principal place of business in Palm Beach County, Florida.

FIRST CLAIM

For Breach of Contract

4. ACG and TPJC entered into an agreement made effective as of July 29, 2022, in which TPJC agreed to pay ACG a commission upon the closing (the “Closing”) of a transaction for the sale of a 2000 Bombardier Challenger 604 bearing serial number 5447 (the “Aircraft”) by the seller, Eagle Aviation, LLC (“Eagle”), to an identified purchaser.

5. The commission that TPJC agreed to pay ACG is \$550,000 *minus* the amount of the required pre-purchase maintenance and repair costs, if any, to be paid by Eagle to correct any Airworthiness Discrepancies as such term is defined in the Aircraft Purchase Agreement by and between the Eagle and the purchaser of the Aircraft, as provided for calculating the Inspection Commission as such term is defined in the Listing Agreement by and between TPJC and Eagle.

6. ACG performed all of its obligations under the parties' agreement.

7. The Closing occurred on October 25, 2022.

8. The amount of required pre-purchase maintenance and repair costs to be paid by Eagle to correct any Airworthiness Discrepancies was \$75,581.18; accordingly, upon the Closing, TPJC owed ACG a commission of \$474,418.82.

9. TPJC has breached the parties' agreement by failing to pay the full \$474,418.82 commission owed to ACG.

10. As a result of TPJC's breach of the parties' agreement, ACG has been damaged in an amount that exceeds \$75,000.

11. In addition, under New York law, as provided in the parties' agreement, ACG is entitled to pre- and post-judgment interest at the rate of 9%, or approximately \$61.64 per day, from the date of TPJC's breach, but in any event starting no later than November 18, 2022,¹ through the date of the judgment in ACG's favor in this action and satisfaction of such judgment.

PRAYER

ACG requests entry of a judgment in its favor and against TPJC as follows:

- A. For damages in an amount that exceeds \$75,000, to be proven prior to judgment;
- B. For pre- and post-judgment interest at 9% per annum in accordance with the laws of the State of New York;
- C. For ACG's reasonable attorney's fees under the parties' agreement or any

¹ Prior to the Closing, solely in the interest of allowing the Closing to proceed without delay or further disruption by Eagle, ACG had consented that \$250,000 of the commission owed by Eagle to TPJC could be held in escrow at the Closing pending the settlement of a claim by Eagle that the purchaser of the Aircraft had agreed to purchase from Eagle a credit (in an unspecified amount) towards Bombardier's "Smart Parts" program. As of no later than November 18, 2022, ACG made clear to TPJC that its review of the relevant facts and law had revealed that Eagle's claim was frivolous and that there was no good-faith basis for those funds not to be immediately paid to TPJC or, in any event, for TPJC not to pay the full amount it owes to ACG.

provision of law providing therefor;

D. For all costs of suit; and

E. For such further relief as the Court may deem just and proper.

Dated: January 11, 2023

s/ Michael Tenenbaum

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